

Exhibit B

Daniel Z. Epstein
Licensed in Maryland and D.C.

December 18, 2012

VIA US MAIL

Stephen F. Fusco, Esq.
Fusco & Associates, LLC
1158 Vista Trail, NE
Atlanta, Georgia 30324
sfusco@labmd.org

Mr. Mike Daugherty, President & CEO
LabMD, Inc.
2030 Powers Ferry Road
Building 500; Suite 520
Atlanta, Georgia 30339
E-mail: mdort@aol.com

**RE: SERVICES AGREEMENT FOR LABMD, INC., MICHAEL J.
DAUGHERTY AND FUSCO & ASSOCIATES, INC.**

Dear Mr. Daugherty and Mr. Fusco:

We write on behalf of Cause of Action to outline the scope of services that Cause of Action will provide to LabMD, Inc. (LabMD), Michael J. Daugherty ("Daugherty") & Fusco & Associates, LLC (collectively "Service Engagement Parties") regarding an FTC investigation of LabMD and Michael J. Daugherty pursuant to 15 U.S.C. §45.¹ This letter sets out the terms upon which we would provide legal and consultation services to the Service Engagement Parties.

The scope of our services includes, but is not limited to: (1) consultation and legal representation regarding the FTC non-public inquiry of LabMD and Daugherty, including but not limited to: legal research and writing assistance, investigative activities and legal counsel regarding federal law; and (2) press and/or publicity services related to dissemination of information about the aforementioned FTC investigation.

¹ You are not, under applicable Internal Revenue Service (IRS) rules, a "disqualified person" to Cause of Action; you are not an officer, director, significant donor or person with substantial influence over the organization. We have decided that assisting Service Engagement Parties by providing consulting and publicity services regarding the above-described FTC investigation will help us achieve our tax-exempt purposes and we believe that we cannot make that progress without also providing Service Engagement Parties with any private benefit it might receive from our actions. This should qualify as an "incidental" benefit under applicable IRS rules. These services would be in keeping with Cause of Action's charitable purpose as an organization committed to educating the public about the effects of government regulation.

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It is understood and agreed that this agreement does not alter in any way the existing relationship and corresponding duties between you and any other attorneys retained by the Service Engagement Parties to provide legal representation in this or any other matter. Our relationship is with Service Engagement Parties. We agree not to enter an appearance or file any documents or pleadings or other materials related in any way to the litigation of this matter without your express written permission and you expressly agree that Cause of Action is not responsible for entering an appearance or filing any documents or pleadings or other materials related in any way to the litigation of this matter without the express written permission of the Service Engagement Parties.

The scope of our representation may be later expanded with the consent of Service Engagement Parties. It is understood and agreed that while we shall be providing legal and consultative services to the Service Engagement Parties, this agreement does not obligate us to any specific tasks concerning any litigation arising out of the FTC non-public inquiry unless specifically agreed to by the Service Engagement Parties in writing. This agreement should not be interpreted to include any other services, whether legal or otherwise, at this time, and does not extend to any related or unrelated litigation to which Service Engagement Parties or you personally are or may be a party.

Cause of Action will not charge for staff attorney time and that of its staff. I will be the managing attorney-in-charge on this matter on behalf of Cause of Action; Amber Abbasi will supervise the work relating to this matter and will use other attorneys, including Michael Pepson and Hallee Morgan, and/or staff members to perform tasks where appropriate. We will not bill for out of pocket expenses such as copying, messenger, postage, computerized research, long-distance telephone, and the like.

We do not require a retainer and a signed retainer agreement before we can accept work from new clients. However, we do require open cooperation and prompt responsiveness from the Service Engagement Parties or we will immediately cease work on your behalf, and we will have no further obligation to provide legal advice or representation to you. In the event of termination of this agreement, we will take reasonable steps to avoid prejudice to your rights, including giving due notice to you, allowing you time for employment of other counsel, delivering to you all papers and property to which you are entitled, and complying with the applicable laws and rules regarding appropriate termination of representation.

The Service Engagement Parties desire for us to jointly represent them as well as Cause of Action and Cause of Action acknowledges that the Service Engagement Parties, Vaughn & Murphy, legal counsel retained by Fusco & Associates, LLC, and us have a common purpose in our joint representation. Joint representation may create certain conflicts of interest, in that the interests and objectives of each client individually on certain issues related to the representation are, or may become, inconsistent with the interests and objectives of the others. Our representation of multiple interests has significant implications which all of the parties should consider. Further, in the event of a dispute between the parties, we will be precluded from representing any of the parties in this matter without first obtaining the informed written consent of all concerned. All parties acknowledge that they have been advised of the potential conflicts

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associated with their respective interests and that they nevertheless desire to be jointly represented. Each party remains completely free to seek other counsel at any time even if he/she signs the consent set forth below. Should either party have any questions concerning this disclosure or the consent below, they are urged to discuss them with their own counsel before signing the consent and waiver.

Finally, Cause of Action's general conditions for serving clients are set forth in the attached STATEMENT OF SERVICES, which is part of this agreement and will be binding upon both us and you, should you retain us to do this work.

To confirm that you wish us to proceed on the above terms, please sign a copy of this letter, and return it to me. You do not need to return a copy of the attached Statement. Upon receipt of the signed copy of this letter, we will begin our representation. Should you have any questions, please call me. Thank you for considering us to provide services to you.

With warmest personal regards,

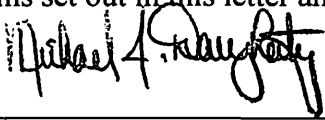
/s/ Daniel Z. Epstein
Executive Director

LabMD, Inc., Michael J. Daugherty, and Fusco & Associates

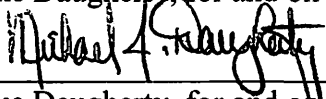
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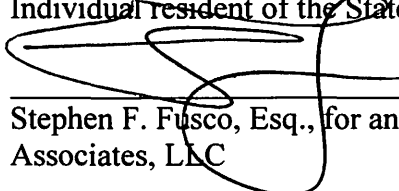
The undersigned, with the authority to enter into this agreement, have read the above and the attached Statement and agrees to have Cause of Action perform the services described above on the terms set out in this letter and the attached Statement.



Mike Daugherty, for and on behalf of LabMD, Inc.



Mike Daugherty, for and on behalf of himself, an
Individual resident of the State of Georgia



Stephen F. Fusco, Esq., for and on behalf of Fusco &
Associates, LLC

CAUSE OF ACTION STATEMENT OF SERVICES

The Scope of Our Agreement

Our engagement letter sets forth the scope of our agreement and the nature of the service that we will provide. If there are any significant changes in the future in the scope of our agreement, we will confirm those changes in writing with you. We will at all times endeavor to serve your interests. However, any expressions on our part concerning the outcome of the case are expressions of our professional judgment and are not guarantees of results. Additionally, our services are subject to rules of professional conduct, are necessarily limited by our knowledge of the facts, and are based on the state of the law at the time we provide advice.

Avoiding Conflicts of Interest

It is our policy that the person or entity that we represent is the person or entity identified in our engagement letter (you) and does not include any affiliates of that person or entity such as parents, subsidiaries, employees, officers, directors, shareholders, partners, or commonly owned entities. Absent further discussion and agreement with you, only you, not your affiliates, will be our client. Accordingly, we may represent another client with interests adverse to your affiliates without obtaining your consent.

Our Privacy Policy

We collect nonpublic personal information about you that is provided to us by you or obtained by us with your authorization or consent. We do not disclose any nonpublic personal information about current or former clients obtained in the course of representation of those clients, except as expressly authorized by those clients to enable us to effectuate the purpose of our agreement or as required by law or applicable provisions of codes of professional responsibility or ethical rules governing our conduct as lawyers.

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and to comply with professional guidelines or requirements of law. In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with professional standards.

Electronic Mail and Other Communications

We recognize that in the course of our agreement with you, we need to be alert to the need to preserve the confidentiality of our communications with you. However, you and we need to recognize the fact that all means of communication are, to some degree, susceptible to loss, delay or interception and some can cause the loss of attorney-client privilege. Cellular phone communications are not privileged and it has not yet been determined whether electronic mail communications are privileged.

We can receive and send Internet email communications. We want you to know, however, that the Internet is an uncontrolled, public network of computers that is not secure; messages also can get lost, be delayed or delivered to the wrong person, or become tainted with a virus or other problem. Accordingly, we ask that you be aware of this if you send us any

sensitive or confidential information via the Internet. If you request that we send you such information, we will honor your request. Please tell us immediately when you no longer wish us to do so or if you have other concerns about email or other communications between us. We can also work with you to determine whether steps can be taken to enhance the security of communications.

Please inform Cause of Action in a timely manner of any and all media requests you receive regarding the case and, to the extent practicable, consult Cause of Action before responding to interview requests, offers to comment for stories, or requests to confirm or deny information to the media when they refer to the case. With your consent, Cause of Action may speak to the media on your behalf regarding the case.

Files and Termination of Services

You may terminate this agreement at any time, with or without cause, by notifying us in writing. We reserve the right to cease performing legal services and to terminate this agreement with you for any reason at any time, with or without cause, consistent with the applicable ethics rules, including without limitation, conflicts of interest, misrepresentation or failure to disclose material facts, or actions contrary to our advice. Upon termination of this agreement, we will return to you papers and any property you provided to us. In circumstances where we perform isolated services for you or when we have not performed services for you for a long time, it is our policy that the relationship will be considered terminated upon our completion of the services that you retained us to perform. If you later retain us to perform further or additional services, our relationship will be revived subject to the previous terms of engagement, as amended or supplemented at that time.

During the course of your matter, you may provide to us original documents such as tax records, expense records, bank records, deeds, etc. We will hold these records for you during the pendency of the case and for six months thereafter. At the conclusion of your matter, we will contact you and make arrangements for the return of the records you provided. We will retain the balance of your file for an appropriate time period not to exceed six years following the conclusion of your matter. At any time after said six year period your file may be destroyed by us without further notice to you. Notwithstanding anything set forth herein to the contrary, it is your sole responsibility to secure the return of your records.

If arrangements are not made for the return of your records within six years following the conclusion of your matter, they will be destroyed.

Choice of D.C. Law

This statement and the provisions of our services agreement with you shall be construed under the internal laws, and not the laws pertaining to conflicts or choice of law, of the District of Columbia.

Questions

We recognize that we are in a service business and we appreciate you choosing Cause of Action to serve your needs. We strive to provide services in an effective and efficient manner. Please direct any questions about services or other practices to the lawyer responsible for your

account. Matters that you may not feel comfortable raising with that lawyer should be discussed with Cause of Action's Executive Director, Daniel Epstein.

Senior attorneys of Cause of Action may also have occasion to contact you about your level of satisfaction with our services. We are here to serve you and can do so best if we are aware of any questions or problems that concern you.

Thank you again for this opportunity to serve you.